

**Owner: City of Fitchburg**

[illegible]

## DOCUMENT 004323 - ALTERNATES FORM

## 1.1 BID INFORMATION

- A. Bidder: Vogel Bros. Building Co.
- B. Project Name: Fitchburg Fire Station.
- C. Project Location: 2931 Marketplace Drive, Fitchburg, WI 53719.
- D. Owner: City of Fitchburg.
- E. Architect: Short Elliott Hendrickson, Inc.
- F. Architect Project Number: FITCH 132596.
- G. Construction Manager: Tri-North.

## 1.2 BID FORM SUPPLEMENT

- A. This form is required to be attached to the Bid Form.

## 1.3 DESCRIPTION

- A. The undersigned Bidder proposes the amount below be added to or deducted from the Base Bid if particular alternates are accepted by Owner. Amounts listed for each alternate include costs of related coordination, modification, or adjustment.
- B. If the alternate does not affect the Contract Sum, the Bidder shall indicate "NO CHANGE."
- C. If the alternate does not affect the Work of this Contract, the Bidder shall indicate "NOT APPLICABLE."
- D. The Bidder shall be responsible for determining from the Contract Documents the effects of each alternate on the Contract Time and the Contract Sum.
- E. Owner reserves the right to accept or reject any alternate, in any order, and to award or amend the Contract accordingly within 60 days of the Notice of Award unless otherwise indicated in the Contract Documents.
- F. Acceptance or non-acceptance of any alternates by the Owner shall have no effect on the Contract Time unless the "Schedule of Alternates" Article below provides a formatted space for the adjustment of the Contract Time.

## 1.4 SCHEDULE OF ALTERNATES

- A. Alternate No. 1: Kitchen Casework - Laminate Cabinets, Stainless Steel Tops:

1. ADD      DEDUCT X NO CHANGE      NOT APPLICABLE     .  
 2. FOUR THOUSAND SEVEN HUNDRED EIGHTY Dollars (\$ 4,780 ).

## B. Alternate No. 2: Kitchen Casework - Laminate Cabinets, Quartz Tops:

1. ADD X DEDUCT      NO CHANGE      NOT APPLICABLE     .  
 2. FIVE THOUSAND THIRTY Dollars (\$ 5,030 ).

## C. Alternate No. 3: Plastic Laminate Countertops:

1. ADD      DEDUCT X NO CHANGE      NOT APPLICABLE     .  
 2. TWELVE THOUSAND FIVE HUNDRED Dollars (\$ 12,500 ).

## D. Alternate No. 4: Enhanced Commissioning:

1. ADD X DEDUCT      NO CHANGE      NOT APPLICABLE     .  
 2. TWENTY-FOUR THOUSAND EIGHT HUNDRED SIXTY Dollars (\$ 24,860 ).

## E. Alternate No. 5: Electric Hand Dryers:

1. ADD X DEDUCT      NO CHANGE      NOT APPLICABLE     .  
 2. ONE THOUSAND EIGHT HUNDRED TWENTY-FIVE Dollars (\$ 1,825 ).

## F. Alternate No. 6: Meadow and Bioretention Area Extended Maintenance and Warranty:

1. ADD X DEDUCT      NO CHANGE      NOT APPLICABLE     .  
 2. SEVENTEEN THOUSAND THREE HUNDRED FIFTY Dollars (\$ 17,350 ).

## G. Alternate No. H1: Air and Dirt Separator:

1. ADD      DEDUCT      NO CHANGE X NOT APPLICABLE     .  
 2. NO CHANGE Dollars (\$ NO CHANGE ).

## H. Alternate No. H2: Building Automation System:

1. ADD      DEDUCT X NO CHANGE      NOT APPLICABLE     .  
 2. SIX THOUSAND Dollars (\$ 6,000 ).

## 1.5 SUBMISSION OF BID SUPPLEMENT

A. Respectfully submitted this 15th day of June, 2016.B. Submitted By: Vogel Bros. Building Co. (Insert name of bidding firm or corporation).Authorized Signature: Ross Behfeldt (Handwritten signature).Signed By: Ross Behfeldt (Type or print name).Title: Vice President of Operations (Owner/Partner/President/Vice President).

FITCH 132596

Fitchburg Fire Station

05/16

END OF DOCUMENT 004323

Vogel Bros. Building Co.

### FULL AND COMPLETE LIST OF SUBCONTRACTORS

Name and Address	Class of Work	Amount of Subcontract
1. SURE-FIRE, INC. 617 WASHINGTON ST. HORIZON, W2 53032	Mechanical	\$714,500
2. HOOPER CORPORATION 2830 PENNSYLVANIA AVE MADISON, W2 53707	Plumbing	\$333,710
<del>3. ELECTRIC CONSTRUCTION, INC.</del> <del>2861 INDIAN RD.</del> <del>MADISON, W2 53713</del>	<del>Electrical</del>	<del>\$697,450</del>
4. UNIVERSAL POWER & SYSTEMS 4430 HELVISON DR. MADISON, W2 53718	ELECTRICAL	\$639,200
5. _____ _____ _____	_____	_____
6. _____ _____	_____	_____

NOTE: This list cannot be altered after submission without written consent of the Owner.

**10% BID BOND**

KNOW ALL MEN BY THESE PRESENT, that we, the undersigned, Vogel Bros. Building Co. as Principal, and Travelers Casualty and Surety Company of America as Surety, are hereby held and firmly bound unto the City of Fitchburg as OWNER in the penal sum of \$ 10% of the amount bid for the payment of which, well and truly be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this 15th day of June 2016. The condition of the above obligation is such that whereas the Principal has submitted to the City of Fitchburg a certain Bid, attached hereto and hereby made a part hereof, to enter into an Agreement in writing for the projects listed on the bid form.

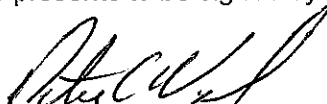
NOW, THEREFORE

If said Bid shall be rejected, or

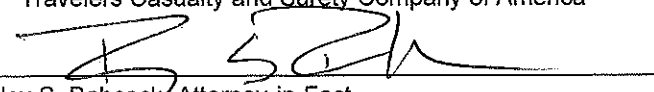
If said Bid shall be accepted and the Principal shall execute and deliver an Agreement in the form attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the Agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and effect, it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such Bid, and said Surety does hereby waive notice of any such extension.

IT WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereunto affixed, and these presents to be signed by their proper officers, the day and year first set forth above.

  
Principal Vogel Bros. Building Co. Peter C. Vogel, President (SEAL)

Surety Travelers Casualty and Surety Company of America (SEAL)

By:   
Bradley S. Babcock, Attorney-in-Fact

IMPORTANT Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.





## POWER OF ATTORNEY

Farmington Casualty Company  
 Fidelity and Guaranty Insurance Company  
 Fidelity and Guaranty Insurance Underwriters, Inc.  
 St. Paul Fire and Marine Insurance Company  
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company  
 Travelers Casualty and Surety Company  
 Travelers Casualty and Surety Company of America  
 United States Fidelity and Guaranty Company

Attorney-In Fact No. 225943

Certificate No. 006617732

**KNOW ALL MEN BY THESE PRESENTS:** That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Bradley S. Babcock, Becky A. Heaston, and Kimberly L. Babcock

of the City of Cedarburg, State of Wisconsin, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 3rd day of February, 2016.

Farmington Casualty Company  
 Fidelity and Guaranty Insurance Company  
 Fidelity and Guaranty Insurance Underwriters, Inc.  
 St. Paul Fire and Marine Insurance Company  
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company  
 Travelers Casualty and Surety Company  
 Travelers Casualty and Surety Company of America  
 United States Fidelity and Guaranty Company



State of Connecticut  
 City of Hartford ss.

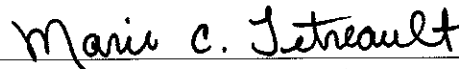
By: 

Robert L. Raney, Senior Vice President

On this the 3rd day of February, 2016, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.  
 My Commission expires the 30th day of June, 2016.



  
 Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 15<sup>th</sup> day of June, 20 16

  
Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at [www.travelersbond.com](http://www.travelersbond.com). Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.



**Bid Form**  
Fitchburg West Fire Station  
FITCH 132596

**ARTICLE 1 – BID RECIPIENT**

- 1.01 Bids will be received until 2:00 P.M. local time on June 15, 2016.
- 1.02 This Bid is submitted to: **City of Fitchburg, City Clerk**  
**5520 Lacy Road**  
**Fitchburg, WI 53711**
- 1.03 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

**ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS**

- 2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner. Bidder will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within 15 days after the date of Owner's Notice of Award.

**ARTICLE 3 – BIDDER'S REPRESENTATIONS**

- 3.01 In submitting this Bid, Bidder represents that:
- A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

<u>Addendum No.</u>	<u>Addendum Date</u>
<u>1</u>	<u>June 1, 2016</u>
<u>2</u>	<u>June 9, 2016</u>
<u> </u>	<u> </u>

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in SC-4.02 as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in SC-4.06 as containing reliable "technical data."

- E. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.
- F. Bidder acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bidding Documents with respect to underground facilities at or contiguous to the site.
- G. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- H. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- I. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

#### **ARTICLE 4 – BIDDER'S CERTIFICATION**

##### **4.01 Bidder certifies that:**

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
  - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices

at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

#### ARTICLE 5 – BASIS OF BID

5.01 The following abbreviations may be used in the Bid:

CIP	Complete in Place	LF	Linear Foot
CY	Cubic Yard	LS	Lump Sum
DI	Ductile Iron	LT	Left
DIA	Diameter	MFBM	Thousand Board Feet
EA	Each	MH	Manhole
EST	Estimate(d)	RCP	Reinforced Concrete Pipe
EXCL	Excluding	RT	Right
FT	Feet	SF	Square Foot
GAL	Gallon	STA	Station
HERCP	Horizontal Elliptical RCP	SY	Square Yard
HRS	Hours	T	Ton
ID	Inch Diameter	IN	Inch
TF	Top Foot	INCLUDE	Including
VLF	Vertical Linear Foot	LBS	Pounds
W/	With	SHES	Super High Early Strength
W/O	Without		

5.02 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

<p>Lump Sum Bid Price for Base Bid</p> <p><u>FIVE MILLION ONE HUNDRED SIXTY-FOUR THOUSAND</u> Dollars (\$ <u>5,164,000</u> ).</p>
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<p>Unit Bid Price for Excavation Below Subgrade and Refill</p> <p><u>Forty - Eight</u> Dollars Per Cubic Yard</p> <p>(\$ <u>48.00</u> ) / cubic yard.</p>
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All specified cash allowances are included in the price(s) set forth above, and have been computed in accordance with Paragraph 11.02 of the General Conditions.

#### **ARTICLE 6 – TIME OF COMPLETION**

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with the AIA A201 General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

#### **ARTICLE 7 – ATTACHMENTS TO THIS BID**

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security in the form of a Bid Bond;
  - B. List of Proposed Subcontractors.

#### **ARTICLE 8 – DEFINED TERMS**

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

**ARTICLE 9 – BID SUBMITTAL**

9.01 This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): NOT APPLICABLE

By: \_\_\_\_\_  
(Individual's signature)

Doing business as: \_\_\_\_\_

A Partnership

Partnership Name: NOT APPLICABLE

By: \_\_\_\_\_  
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

A Corporation

Corporation Name: Vogel Bos Building Co.

State of Incorporation: Wisconsin

Type (General Business, Professional, Service, Limited Liability): General Business

By: \_\_\_\_\_  
(Signature -- attach evidence of authority to sign)

Name (typed or printed): Ross Rehfeldt

Title: Vice President of Operations  
(CORPORATE SEAL)

Attest RoJeane Anderson  
RoJeane Anderson, Corporate Secretary

Date of Qualification to do business in Wisconsin is 12 / 11 / 1928



A Joint Venture

Name of Joint Venture: NOT APPLICABLE

First Joint Venturer Name: \_\_\_\_\_  
(SEAL)

By: \_\_\_\_\_  
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_

Second Joint Venturer Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

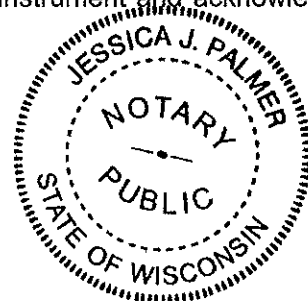
All signatures must be notarized.

STATE OF WISCONSIN  
COUNTY OF DANE

Personally came before me this 15th day of June, 2016 the above-named Ross Rehfeldt, Vice President of Operations, to me known to be the person(s) (and officers) who executed the foregoing instrument and acknowledged the same.

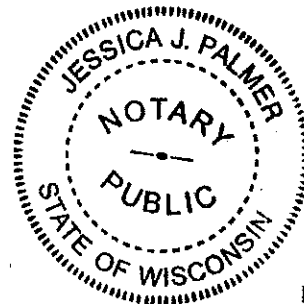
Notary Public, State of Wisconsin

Notary Name: Jessica J. Palmer  
Printed Name of Notary: Jessica J. Palmer  
My Commission Expires: August 25, 2018



Personally came before me this 15th day of June, 2016 the above-named RoJeane Anderson, Corporate Secretary, to me known to be the person(s) (and officers) who executed the foregoing instrument and acknowledged the same.

Notary Name: Jessica J. Palmer  
Printed Name of Notary: Jessica J. Palmer  
My Commission Expires: August 25, 2018



Bidder's Business Address 2701 Packers Ave., Madison, WI 53704-7541

Phone No. 608-241-5454 Fax No. 608-241-5155

E-mail rrehfeldt@vogelbldg.com

SUBMITTED on June 15, 2016.

## SECRETARY'S CERTIFICATE


I, RoJeane Anderson, do hereby certify that I am the Secretary of Vogel Bros. Building Co., a corporation organized and existing under, and by virtue of, the laws of the State of Wisconsin, having its principal place of business in the City of Madison, State of Wisconsin, and licensed to do business in the State of Florida (#847155).

That at the Annual Meeting of the Board of Directors of said corporation, duly and regularly called, convened and held in accordance with its bylaws and the laws of said State on the 3<sup>rd</sup> day of May, 2016, at which a quorum for the transaction of business was present and acting throughout, the following resolution was duly and regularly adopted:

"Be it resolved, that Ross A. Rehfeldt is authorized to act for the corporation, Vogel Bros. Building Co., and to execute contracts, loans, leases, and payment and performance bonds."

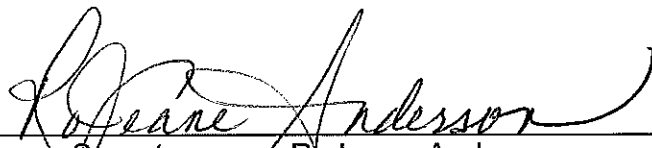
I further certify that said resolution is not contrary to the Articles of Incorporation or bylaws of said corporation, and has not been modified, repealed or rescinded, but is in full force and effect.

I further certify that the following person is the officer of said corporation, duly authorized pursuant to the foregoing resolution, holding the respective office set opposite his name below, and that the signature set opposite his respective name and office is his genuine signature:

Name	Title	Signature
<u>Ross A. Rehfeldt</u>	<u>Vice President/Wisconsin Division</u>	<u></u>

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said corporation this 15<sup>th</sup> day of June, 2016

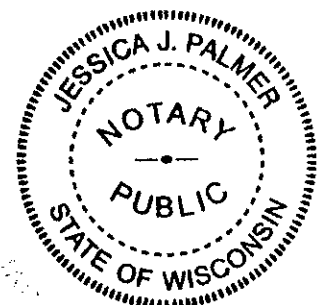


  
Secretary - RoJeane Anderson

Personally known, subscribed and sworn to before me this 15<sup>th</sup> day of June, 2016

  
Notary or other officer authorized to administer oaths

My Commission Expires: August 25, 2018







**Bid Form**  
Fitchburg West Fire Station  
FITCH 132596

**ARTICLE 1 – BID RECIPIENT**

- 1.01 Bids will be received until 2:00 P.M. local time on June 15, 2016.
- 1.02 This Bid is submitted to: **City of Fitchburg, City Clerk**  
**5520 Lacy Road**  
**Fitchburg, WI 53711**
- 1.03 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

**ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS**

- 2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner. Bidder will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within 15 days after the date of Owner's Notice of Award.

**ARTICLE 3 – BIDDER'S REPRESENTATIONS**

- 3.01 In submitting this Bid, Bidder represents that:
- A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

<u>Addendum No.</u>	<u>Addendum Date</u>
<u>1</u>	<u>6/1/16</u>
<u>2</u>	<u>6/9/16</u>
<u> </u>	<u> </u>

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in SC-4.02 as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in SC-4.06 as containing reliable "technical data."

- E. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.
- F. Bidder acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bidding Documents with respect to underground facilities at or contiguous to the site.
- G. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- H. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- I. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

#### **ARTICLE 4 – BIDDER'S CERTIFICATION**

##### **4.01 Bidder certifies that:**

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
  - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices

at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

## ARTICLE 5 – BASIS OF BID

5.01 The following abbreviations may be used in the Bid:

CIP	Complete in Place	LF	Linear Foot
CY	Cubic Yard	LS	Lump Sum
DI	Ductile Iron	LT	Left
DIA	Diameter	MFBM	Thousand Board Feet
EA	Each	MH	Manhole
EST	Estimate(d)	RCP	Reinforced Concrete Pipe
EXCL	Excluding	RT	Right
FT	Feet	SF	Square Foot
GAL	Gallon	STA	Station
HERCP	Horizontal Elliptical RCP	SY	Square Yard
HRS	Hours	T	Ton
ID	Inch Diameter	IN	Inch
TF	Top Foot	INCLUDE	Including
VLF	Vertical Linear Foot	LBS	Pounds
W/	With	SHES	Super High Early Strength
W/O	Without		

5.02 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

### Lump Sum Bid Price for Base Bid

Five Million Two Hundred Sixty Seven Thousand Four Hundred Twenty Dollars (\$ 5,267,420.00).

### Unit Bid Price for Excavation Below Subgrade and Refill

Forty Dollars Per Cubic Yard  
(\$ 40.00) / cubic yard.

All specified cash allowances are included in the price(s) set forth above, and have been computed in accordance with Paragraph 11.02 of the General Conditions.

## **ARTICLE 6 – TIME OF COMPLETION**

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with the AIA A201 General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

## **ARTICLE 7 – ATTACHMENTS TO THIS BID**

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security in the form of 10% bid bond;
  - B. List of Proposed Subcontractors.

## **ARTICLE 8 – DEFINED TERMS**

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

**ARTICLE 9 – BID SUBMITTAL**

9.01 This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): \_\_\_\_\_

By: \_\_\_\_\_  
(Individual's signature)

Doing business as: \_\_\_\_\_

A Partnership

Partnership Name: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

A Corporation

Corporation Name: Joe Daniels Construction Co., Inc.  
(SEAL)  
(no seal)

State of Incorporation: Wisconsin  
Type (General Business, Professional, Service, Limited Liability): General Business

By: Joseph A. Daniels  
(Signature -- attach evidence of authority to sign)

Name (typed or printed): Joseph A. Daniels

Title: President  
(CORPORATE SEAL) (no seal)

Attest Jerrald M. Daniels  
Jerrald M. Daniels - Corporate Secretary

Date of Qualification to do business in Wisconsin is 6 / 30 / 73.

A Joint Venture

Name of Joint Venture: \_\_\_\_\_

First Joint Venturer Name: \_\_\_\_\_  
(SEAL)

RESOLUTION: Adopted at the Board of Directors' Meeting of

July 1, 2008

Be it resolved that Joseph A. Daniels, the President and Treasurer and for the Secretary of the Corporation, be and is hereby authorized and empowered to execute contracts on behalf of the Corporation, and that this resolution shall continue in force and effect until modified or rescinded by subsequent action of the stockholders or of the Board of Directors of the Corporation.


(no seal)

Attested by:

  
Jerrald M. Daniels - Secretary

  
Joseph A. Daniels - President

Subscribed and sworn to  
before me this 1<sup>st</sup> day of  
July, 2008.

  
Notary Public

My commission expires: 8/17/08.

By: \_\_\_\_\_  
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_

Second Joint Venturer Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

All signatures must be notarized.

STATE OF WISCONSIN  
COUNTY OF DANE

Personally came before me this 15th day of June, 2016, the above-named Mr. Joseph A. Daniels, to me known to be the person(s) (and officers) who executed the foregoing instrument and acknowledged the same.

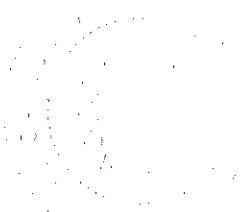
Notary Public, State of Wisconsin

Notary Name: Kea I. Sainsbury  
Printed Name of Notary: Kea I. Sainsbury  
My Commission Expires: 07/17/2016



Personally came before me this 15th day of June, 2016, the above-named Mr. Jerrald M. Daniels, to me known to be the person(s) (and officers) who executed the foregoing instrument and acknowledged the same.

Notary Name: Kea I. Sainsbury  
Printed Name of Notary: Kea I. Sainsbury  
My Commission Expires: 07/17/2016





Bidder's Business Address 919 Applegate Road

Madison, WI 53713

Phone No. 608/271-4800

Fax No. 608/271-4570

E-mail freible@danielsco.com

SUBMITTED on June 15, 20 16.

## DOCUMENT 004323 - ALTERNATES FORM

## 1.1 BID INFORMATION

- A. Bidder: Joe Daniels Construction Co. Inc.
- B. Project Name: Fitchburg Fire Station.
- C. Project Location: 2931 Marketplace Drive, Fitchburg, WI 53719.
- D. Owner: City of Fitchburg.
- E. Architect: Short Elliott Hendrickson, Inc.
- F. Architect Project Number: FITCH 132596.
- G. Construction Manager: Tri-North.

## 1.2 BID FORM SUPPLEMENT

- A. This form is required to be attached to the Bid Form.

## 1.3 DESCRIPTION

- A. The undersigned Bidder proposes the amount below be added to or deducted from the Base Bid if particular alternates are accepted by Owner. Amounts listed for each alternate include costs of related coordination, modification, or adjustment.
- B. If the alternate does not affect the Contract Sum, the Bidder shall indicate "NO CHANGE."
- C. If the alternate does not affect the Work of this Contract, the Bidder shall indicate "NOT APPLICABLE."
- D. The Bidder shall be responsible for determining from the Contract Documents the effects of each alternate on the Contract Time and the Contract Sum.
- E. Owner reserves the right to accept or reject any alternate, in any order, and to award or amend the Contract accordingly within 60 days of the Notice of Award unless otherwise indicated in the Contract Documents.
- F. Acceptance or non-acceptance of any alternates by the Owner shall have no effect on the Contract Time unless the "Schedule of Alternates" Article below provides a formatted space for the adjustment of the Contract Time.

## 1.4 SCHEDULE OF ALTERNATES

- A. Alternate No. 1: Kitchen Casework - Laminate Cabinets, Stainless Steel Tops:

1. ADD X DEDUCT \_\_\_ NO CHANGE \_\_\_ NOT APPLICABLE \_\_\_\_.  
 2. \_\_\_\_\_ Dollars (\$ 1,200<sup>00</sup>).
- B. Alternate No. 2: Kitchen Casework - Laminate Cabinets, Quartz Tops:
1. ADD X DEDUCT \_\_\_ NO CHANGE \_\_\_ NOT APPLICABLE \_\_\_\_.  
 2. \_\_\_\_\_ Dollars (\$ 6,800<sup>00</sup>).
- C. Alternate No. 3: Plastic Laminate Countertops:
1. ADD \_\_\_ DEDUCT X NO CHANGE \_\_\_ NOT APPLICABLE \_\_\_\_.  
 2. \_\_\_\_\_ Dollars (\$ 5,500<sup>00</sup>).
- D. Alternate No. 4: Enhanced Commissioning:
1. ADD X DEDUCT \_\_\_ NO CHANGE \_\_\_ NOT APPLICABLE \_\_\_\_.  
 2. \_\_\_\_\_ Dollars (\$ 8,000<sup>00</sup>).
- E. Alternate No. 5: Electric Hand Dryers:
1. ADD X DEDUCT \_\_\_ NO CHANGE \_\_\_ NOT APPLICABLE \_\_\_\_.  
 2. \_\_\_\_\_ Dollars (\$ 1,500<sup>00</sup>).
- F. Alternate No. 6: Meadow and Bioretention Area Extended Maintenance and Warranty:
1. ADD X DEDUCT \_\_\_ NO CHANGE \_\_\_ NOT APPLICABLE \_\_\_\_.  
 2. \_\_\_\_\_ Dollars (\$ 25,000<sup>00</sup>).
- G. Alternate No. H1: Air and Dirt Separator:
1. ADD \_\_\_ DEDUCT X NO CHANGE \_\_\_ NOT APPLICABLE \_\_\_\_.  
 2. \_\_\_\_\_ Dollars (\$ 1,000<sup>00</sup>).
- H. Alternate No. H2: Building Automation System:
1. ADD \_\_\_ DEDUCT X NO CHANGE \_\_\_ NOT APPLICABLE \_\_\_\_.  
 2. \_\_\_\_\_ Dollars (\$ 15,000<sup>00</sup>).

## 1.5 SUBMISSION OF BID SUPPLEMENT

- A. Respectfully submitted this 15th day of June, 2016.
- B. Submitted By: Joe Daniels Construction Co., Inc. (Insert name of bidding firm or corporation).
- C. Authorized Signature: Joseph A. Daniels (Handwritten signature).
- D. Signed By: Joseph A. Daniels (Type or print name).
- E. Title: President (Owner/Partner/President/Vice President).

FITCH 132596

Fitchburg Fire Station

05/16

END OF DOCUMENT 004323

# FULL AND COMPLETE LIST OF SUBCONTRACTORS

	<u>Name and Address</u>	<u>Class of Work</u>	<u>Amount of Subcontract</u>
1.	HJ Pertzberg MADISON, WI	Sprinkler	40,710.00
2.	Monona Plumbing MADISON WI	Plumbing	356,460.00
3.	L. Igaet MADISON WI	HVAC	679,000.00
4.	Univisal Power MADISON, WI	Electrical	639,200.00
5.			
6.			

NOTE: This list cannot be altered after submission without written consent of the Owner.

**10% BID BOND**

KNOW ALL MEN BY THESE PRESENT, that we, the undersigned, Joe Daniels Construction Co., Inc. as Principal, and The Cincinnati Insurance Company as Surety, are hereby held and firmly bound unto the City of Fitchburg as OWNER in the penal sum of \$ <sup>Ten Percent of the</sup> Maximum Amount Bid for the payment of which, well and truly be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this 15th day of June 2016. The condition of the above obligation is such that whereas the Principal has submitted to the City of Fitchburg a certain Bid, attached hereto and hereby made a part hereof, to enter into an Agreement in writing for the projects listed on the bid form.

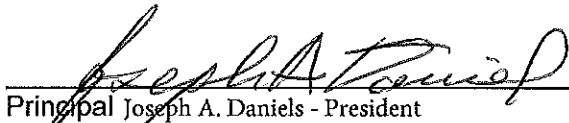
NOW, THEREFORE

If said Bid shall be rejected, or

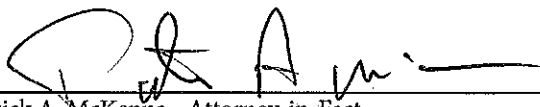
If said Bid shall be accepted and the Principal shall execute and deliver an Agreement in the form attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the Agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and effect, it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such Bid, and said Surety does hereby waive notice of any such extension.

IT WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

 (SEAL)  
Principal Joseph A. Daniels - President (no seal)

The Cincinnati Insurance Company (SEAL)  
Surety

By:   
Patrick A. McKenna - Attorney-in-Fact

IMPORTANT Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Fairfield, Ohio, does hereby constitute and appoint

Tim Hausmann; Jeff Hausmann; Sheila Dickey; Judith A. Walker; Patrick A. McKenna;  
Brooke L. Parker and/or Elizabeth Mosca

of Madison, Wisconsin

its true and lawful Attorney(s)-in-Fact to sign, execute, seal and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows:

Any such obligations in the United States, up to  
Thirty Million and No/100 Dollars (\$30,000,000.00).

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the 6<sup>th</sup> day of December, 1958, which resolution is still in effect:

"RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7<sup>th</sup> day of December, 1973.

"RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice President this 10<sup>th</sup> day of May, 2012.



STATE OF OHIO ) ss:  
COUNTY OF BUTLER )

THE CINCINNATI INSURANCE COMPANY

*Stephen A. Jantz*

Vice President

On this 10<sup>th</sup> day of May, 2012, before me came the above-named Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.



*Mark J. Huller*

MARK J. HULLER, Attorney at Law  
NOTARY PUBLIC - STATE OF OHIO  
My commission has no expiration  
date. Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Secretary of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Fairfield, Ohio.

this 15<sup>th</sup> day of June, 2016



*Scott R. Bolen*

Assistant Secretary





**Bid Form**  
Fitchburg West Fire Station  
FITCH 132596

**ARTICLE 1 – BID RECIPIENT**

- 1.01 Bids will be received until 2:00 P.M. local time on June 15, 2016.
- 1.02 This Bid is submitted to: **City of Fitchburg, City Clerk**  
**5520 Lacy Road**  
**Fitchburg, WI 53711**
- 1.03 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

**ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS**

- 2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner. Bidder will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within 15 days after the date of Owner's Notice of Award.

**ARTICLE 3 – BIDDER'S REPRESENTATIONS**

- 3.01 In submitting this Bid, Bidder represents that:
- A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

<u>Addendum No.</u>	<u>Addendum Date</u>
<u>1</u>	<u>JUNE 1, 2016</u>
<u>2</u>	<u>JUNE 9, 2016</u>

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in SC-4.02 as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in SC-4.06 as containing reliable "technical data."

- E. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.
- F. Bidder acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bidding Documents with respect to underground facilities at or contiguous to the site.
- G. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- H. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- I. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

#### **ARTICLE 4 – BIDDER'S CERTIFICATION**

##### **4.01 Bidder certifies that:**

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
  - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices

at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

#### ARTICLE 5 – BASIS OF BID

5.01 The following abbreviations may be used in the Bid:

CIP	Complete in Place	LF	Linear Foot
CY	Cubic Yard	LS	Lump Sum
DI	Ductile Iron	LT	Left
DIA	Diameter	MFBM	Thousand Board Feet
EA	Each	MH	Manhole
EST	Estimate(d)	RCP	Reinforced Concrete Pipe
EXCL	Excluding	RT	Right
FT	Feet	SF	Square Foot
GAL	Gallon	STA	Station
HERCP	Horizontal Elliptical RCP	SY	Square Yard
HRS	Hours	T	Ton
ID	Inch Diameter	IN	Inch
TF	Top Foot	INCLUDE	Including
VLF	Vertical Linear Foot	LBS	Pounds
W/	With	SHES	Super High Early Strength
W/O	Without		

5.02 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

*Lump Sum Bid Price for Base Bid*

Five million Nine hundred Ninety thousand <sup>00</sup>/<sub>100</sub> Dollars (\$5,990,000.00).

*Unit Bid Price for Excavation Below Subgrade and Refill*

Thirty and <sup>00</sup>/<sub>100</sub> Dollars Per Cubic Yard  
(\$ 30.00 / cubic yard).

All specified cash allowances are included in the price(s) set forth above, and have been computed in accordance with Paragraph 11.02 of the General Conditions.

#### **ARTICLE 6 – TIME OF COMPLETION**

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with the AIA A201 General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

#### **ARTICLE 7 – ATTACHMENTS TO THIS BID**

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security in the form of BID BOND;
  - B. List of Proposed Subcontractors.

#### **ARTICLE 8 – DEFINED TERMS**

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

**ARTICLE 9 – BID SUBMITTAL**

9.01 This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): \_\_\_\_\_

By: \_\_\_\_\_  
(Individual's signature)

Doing business as: \_\_\_\_\_

A Partnership

Partnership Name: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

A Corporation

Corporation Name: Brick Bros., Inc.  
(SEAL)

State of Incorporation: WI  
Type (General Business, Professional, Service, Limited Liability): GB

By: \_\_\_\_\_  
(Signature -- attach evidence of authority to sign)

Name (typed or printed): STEVEN J. FISCHER

Title: GM/CFO  
(CORPORATE SEAL)

Attest P. J. J.

Date of Qualification to do business in Wisconsin is 11.11.1990

A Joint Venture

Name of Joint Venture: \_\_\_\_\_

First Joint Venturer Name: \_\_\_\_\_  
(SEAL)

By: \_\_\_\_\_  
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_

Second Joint Venturer Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

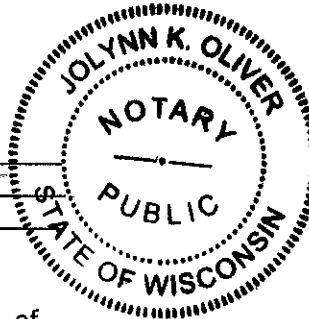
All signatures must be notarized.

STATE OF WISCONSIN  
COUNTY OF DANE

Personally came before me this 15<sup>th</sup> day of JUNE, 2016, the above-named STEVEN J. FISCHER GM/CEO, to me known to be the person(s) (and officers) who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin

Notary Name: Jolynn K. Oliver  
Printed Name of Notary: Jolynn K. Oliver  
My Commission Expires: 4-6-19



Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the above-named \_\_\_\_\_, to me known to be the person(s) (and officers) who executed the foregoing instrument and acknowledged the same.

Notary Name: \_\_\_\_\_  
Printed Name of Notary: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

Bidder's Business Address 400 BRICKL RD WEST SACEM WI 54669

Phone No. (608) 786-5291 Fax No. (608) 786-5291

E-mail pdyas@bricklbros.com

SUBMITTED on 15 JUNE, 2016.

## DOCUMENT 004323 - ALTERNATES FORM

## 1.1 BID INFORMATION

- A. Bidder: Brick Bros Inc.
- B. Project Name: Fitchburg Fire Station.
- C. Project Location: 2931 Marketplace Drive, Fitchburg, WI 53719.
- D. Owner: City of Fitchburg.
- E. Architect: Short Elliott Hendrickson, Inc.
- F. Architect Project Number: FITCH 132596.
- G. Construction Manager: Tri-North.

## 1.2 BID FORM SUPPLEMENT

- A. This form is required to be attached to the Bid Form.

## 1.3 DESCRIPTION

- A. The undersigned Bidder proposes the amount below be added to or deducted from the Base Bid if particular alternates are accepted by Owner. Amounts listed for each alternate include costs of related coordination, modification, or adjustment.
- B. If the alternate does not affect the Contract Sum, the Bidder shall indicate "NO CHANGE."
- C. If the alternate does not affect the Work of this Contract, the Bidder shall indicate "NOT APPLICABLE."
- D. The Bidder shall be responsible for determining from the Contract Documents the effects of each alternate on the Contract Time and the Contract Sum.
- E. Owner reserves the right to accept or reject any alternate, in any order, and to award or amend the Contract accordingly within 60 days of the Notice of Award unless otherwise indicated in the Contract Documents.
- F. Acceptance or non-acceptance of any alternates by the Owner shall have no effect on the Contract Time unless the "Schedule of Alternates" Article below provides a formatted space for the adjustment of the Contract Time.

## 1.4 SCHEDULE OF ALTERNATES

- A. Alternate No. 1: Kitchen Casework - Laminate Cabinets, Stainless Steel Tops:



1. ADD ☒ DEDUCT ☐ NO CHANGE ☐ NOT APPLICABLE ☐  
 2. Nine thousand and 00/100 Dollars (\$9,000.00).

## B. Alternate No. 2: Kitchen Casework - Laminate Cabinets, Quartz Tops:

1. ADD ☒ DEDUCT ☐ NO CHANGE ☐ NOT APPLICABLE ☐  
 2. Two thousand three hundred and 00/100 Dollars (\$2,300.00).

## C. Alternate No. 3: Plastic Laminate Countertops:

1. ADD ☐ DEDUCT ☒ NO CHANGE ☐ NOT APPLICABLE ☐  
 2. Ten thousand and 00/100 Dollars (\$10,000.00).

## D. Alternate No. 4: Enhanced Commissioning:

1. ADD ☒ DEDUCT ☐ NO CHANGE ☐ NOT APPLICABLE ☐  
 2. Five thousand two hundred and 00/100 Dollars (\$5,200.00).

## E. Alternate No. 5: Electric Hand Dryers:

1. ADD ☒ DEDUCT ☐ NO CHANGE ☐ NOT APPLICABLE ☐  
 2. One thousand nine hundred and 00/100 Dollars (\$1,900.00).

## F. Alternate No. 6: Meadow and Bioretention Area Extended Maintenance and Warranty:

1. ADD ☒ DEDUCT ☐ NO CHANGE ☐ NOT APPLICABLE ☐  
 2. Twenty two thousand and 00/100 Dollars (\$22,000.00).

## G. Alternate No. H1: Air and Dirt Separator:

1. ADD ☒ DEDUCT ☐ NO CHANGE ☐ NOT APPLICABLE ☐  
 2. Two thousand and 00/100 Dollars (\$2,000.00).

## H. Alternate No. H2: Building Automation System:

1. ADD ☐ DEDUCT ☒ NO CHANGE ☐ NOT APPLICABLE ☐  
 2. Sixteen thousand six hundred and 00/100 Dollars (\$16,600.00).

## 1.5 SUBMISSION OF BID SUPPLEMENT

- A. Respectfully submitted this 15<sup>th</sup> day of JUNE, 2016.  
 B. Submitted By: Brick Bros., Inc. (Insert name of bidding firm or corporation).  
 C. Authorized Signature: [Handwritten Signature] (Handwritten signature).  
 D. Signed By: STEVEN J. FISCHER (Type or print name).  
 E. Title: GM/CFO (Owner/Partner/President/Vice President).

# FULL AND COMPLETE LIST OF SUBCONTRACTORS

	<u>Name and Address</u>	<u>Class of Work</u>	<u>Amount of Subcontract</u>
1.	Monona Plumbing + Fire Protection Inc 3126 Watford Way, Madison WI 53713	21 00 00 Fire Suppression	\$45,750.00
2.	Monona Plumbing + Fire Protection Inc 3126 Watford Way, Madison WI 53713	22 00 00 Plumbing	\$356,460.00
3.	H+H Industries Inc 2801 Syene Road Madison, WI 53713	23 00 00 HVAC	\$824,400.00
4.	Universal Power + Systems INC 4430 Helgesen Dr Madison, WI 55718	26 00 00 Electrical	\$639,200.00
5.	_____	_____	_____
	_____		
	_____		
6.	_____	_____	_____
	_____		
	_____		

NOTE: This list cannot be altered after submission without written consent of the Owner.



BRICKL BROS.

## CORPORATE RESOLUTION

Adopted at Board of Directors meeting of May 20, 2016, be it resolved that  
Date

Steven J. Fischer  
Name of Person Signing Contract

The CFO, of the Corporation, be and is hereby authorized and  
Name of Office

empowered to execute contracts on behalf of the Corporation, and that this resolution shall

continue in force and effect until modified or rescinded by subsequent action of the Stockholders

or of the Board of Directors of the Corporation.

Witnessed By:

P. J. J.

[Signature]  
Signature

SECRETARY

Name of Office

BRICKL BROS. INC.

Name of Corporation

Subscribed to and sworn before me

This 20<sup>th</sup> day of May, 2016

Teri Johnson  
Notary Public

My commission expires 10-02, 2016

10% BID BOND

KNOW ALL MEN BY THESE PRESENT, that we, the undersigned, BRICKL BROS., INC. as Principal, and HUDSON INSURANCE COMPANY as Surety, are hereby held and firmly bound unto the City of Fitchburg as OWNER in the penal sum of \$ 10% for the payment of which, well and truly be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this 15th day of June 2016. The condition of the above obligation is such that whereas the Principal has submitted to the City of Fitchburg a certain Bid, attached hereto and hereby made a part hereof, to enter into an Agreement in writing for the projects listed on the bid form.

NOW, THEREFORE

If said Bid shall be rejected, or

If said Bid shall be accepted and the Principal shall execute and deliver an Agreement in the form attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the Agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and effect, it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such Bid, and said Surety does hereby waive notice of any such extension.

IT WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

BRICKL BROS., INC.

Principal

(SEAL)

HUDSON INSURANCE COMPANY

Surety

(SEAL)

By:

Kelly L. Cody, Attorney In Fact

IMPORTANT Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.



## BID BOND POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

**Jeffrey R. Meisinger, Kelly L. Cody, Roxanne L. Jensen, Christopher Knowlton Hovden**  
of the State of Wisconsin

its true and lawful Attorney(s)-in-Fact, at New York City in the State of New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bid bonds for any and all purposes.

Such bid bonds, when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Executive Vice President thereunto

authorized, on this 12th day of January, 20 16 at New York, New York.



Dina Daskalakis, Corporate Secretary

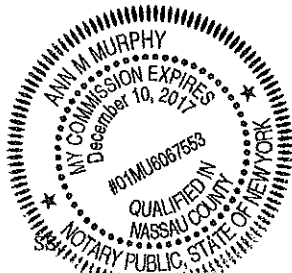
HUDSON INSURANCE COMPANY

By [Signature]  
Christopher T. Suarez, Executive Vice President

STATE OF NEW YORK  
COUNTY OF NEW YORK SS.

On the 12th day of January, 20 16 before me personally came Christopher T. Suarez to me known, who being by me duly sworn did depose and say that he is an Executive Vice President of HUDSON INSURANCE COMPANY, the Company described herein and which executed the above instrument, that he knows the seal of said Company, that the seal affixed to said instrument is the corporate seal of said Company, that it was so affixed by order of the Board of Directors of said Company, and that he signed his name thereto by like order.

(Notarial Seal)



STATE OF NEW YORK  
COUNTY OF NEW YORK

[Signature]  
ANN M. MURPHY  
Notary Public, State of New York  
No. 01MU6067553  
Qualified in Nassau County  
Commission Expires December 10, 2017

## CERTIFICATION

The undersigned Dina Daskalakis hereby certifies:

THAT the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27<sup>th</sup>, 2007, and has not since been revoked, amended or modified:

"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertaking made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOLVED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.



Witness the hand of the undersigned and the seal of said Company this

15th day of June, 20 16

By [Signature]  
Dina Daskalakis, Corporate Secretary



**Bid Form**  
Fitchburg West Fire Station  
FITCH 132596

**ARTICLE 1 – BID RECIPIENT**

- 1.01 Bids will be received until 2:00 P.M. local time on June 15, 2016.
- 1.02 This Bid is submitted to: **City of Fitchburg, City Clerk**  
**5520 Lacy Road**  
**Fitchburg, WI 53711**
- 1.03 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

**ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS**

- 2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner. Bidder will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within 15 days after the date of Owner's Notice of Award.

**ARTICLE 3 – BIDDER'S REPRESENTATIONS**

- 3.01 In submitting this Bid, Bidder represents that:
- A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

<u>Addendum No.</u>	<u>Addendum Date</u>
<u>1</u>	<u>6/1/16</u>
<u>2</u>	<u>6/9/16</u>
<u> </u>	<u> </u>

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in SC-4.02 as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in SC-4.06 as containing reliable "technical data."

- E. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.
- F. Bidder acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bidding Documents with respect to underground facilities at or contiguous to the site.
- G. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- H. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- I. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

#### **ARTICLE 4 – BIDDER'S CERTIFICATION**

##### **4.01 Bidder certifies that:**

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
  - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices



at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

## ARTICLE 5 – BASIS OF BID

5.01 The following abbreviations may be used in the Bid:

CIP	Complete in Place	LF	Linear Foot
CY	Cubic Yard	LS	Lump Sum
DI	Ductile Iron	LT	Left
DIA	Diameter	MFBM	Thousand Board Feet
EA	Each	MH	Manhole
EST	Estimate(d)	RCP	Reinforced Concrete Pipe
EXCL	Excluding	RT	Right
FT	Feet	SF	Square Foot
GAL	Gallon	STA	Station
HERCP	Horizontal Elliptical RCP	SY	Square Yard
HRS	Hours	T	Ton
ID	Inch Diameter	IN	Inch
TF	Top Foot	INCLUDE	Including
VLF	Vertical Linear Foot	LBS	Pounds
W/	With	SHES	Super High Early Strength
W/O	Without		

5.02 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

*Lump Sum Bid Price for Base Bid*

FIVE MILLION ONE HUNDRED SIX Dollars (\$ 5,106,824.00).  
THOUSAND EIGHT HUNDRED TWENTY FOUR DOLLARS

*Unit Bid Price for Excavation Below Subgrade and Refill*

FIFTY DOLLARS Dollars Per Cubic Yard  
(\$ 50.00 ) / cubic yard.

All specified cash allowances are included in the price(s) set forth above, and have been computed in accordance with Paragraph 11.02 of the General Conditions.

## **ARTICLE 6 – TIME OF COMPLETION**

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with the AIA A201 General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

## **ARTICLE 7 – ATTACHMENTS TO THIS BID**

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security in the form of Bid Bond;
  - B. List of Proposed Subcontractors.

## **ARTICLE 8 – DEFINED TERMS**

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

**ARTICLE 9 – BID SUBMITTAL**

9.01 This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): \_\_\_\_\_

By: \_\_\_\_\_  
(Individual's signature)

Doing business as: \_\_\_\_\_

A Partnership

Partnership Name: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

A Corporation

Corporation Name: Miron Construction Co., Inc.  
(SEAL)

State of Incorporation: Wisconsin  
Type (General Business, Professional, Service, Limited Liability): General Business

By: \_\_\_\_\_  
(Signature -- attach evidence of authority to sign)

Name (typed or printed): David G. Voss, Jr.

Title: President  
(CORPORATE SEAL)

Attest Dean J. Basten  
Dean J. Basten - Secretary/Treasurer

Date of Qualification to do business in Wisconsin is \_\_\_\_/\_\_\_\_/1918

A Joint Venture

Name of Joint Venture: \_\_\_\_\_

First Joint Venturer Name: \_\_\_\_\_  
(SEAL)

By: \_\_\_\_\_  
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_

Second Joint Venturer Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

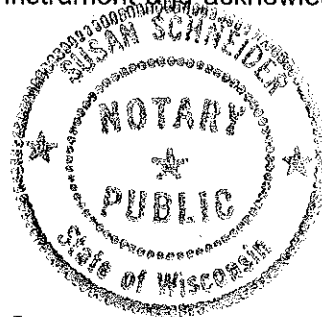
All signatures must be notarized.

STATE OF WISCONSIN  
COUNTY OF ~~DANE~~ <sup>Winnebago</sup>

Personally came before me this 15th day of June, 20 16 the above-named David G. Voss, Jr. - President, to me known to be the person(s) (and officers) who executed the foregoing instrument and acknowledged the same.

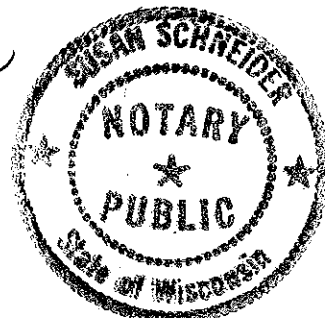
Notary Public, State of Wisconsin

Notary Name: Susan Schneider  
Printed Name of Notary: Susan Schneider  
My Commission Expires: 6/8/18



Personally came before me this 15th day of June, 20 16 the above-named Dean J. Basten - Secretary/Treasurer, to me known to be the person(s) (and officers) who executed the foregoing instrument and acknowledged the same.

Notary Name: Susan Schneider  
Printed Name of Notary: Susan Schneider  
My Commission Expires: 6/8/18



Bidder's Business Address 1471 McMahon Dr.

Neenah, WI 54956

Phone No. 920-969-7000

Fax No. 920-751-8150

E-mail dave.voss@miron-construction.com

SUBMITTED on 6/15/, 2016.



MIRON CONSTRUCTION CO., INC.

1471 McMahon Drive, Neenah, WI 54956-6305

P.O. Box 509, Neenah, WI 54957-0509

PH 920.969.7000 FX 920.751.8150

MIRON-CONSTRUCTION.COM

## RESOLUTION

Adopted at Board of Directors Meeting of December 30, 2002 be it resolved that David G. Voss, the President of the Corporation, is hereby authorized and empowered to execute contracts on behalf of the Corporation, and that this resolution shall continue in force and effect until modified or rescinded by subsequent action of the stockholders and of the Board of Directors of the Corporation.

Dean J. Basten  
Dean J. Basten - Secretary/Treasurer  
MIRON CONSTRUCTION CO., INC.

Attested By:

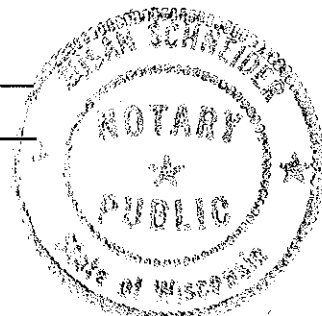
Cindy M. Delbeck

State of Wisconsin County of Winnebago

Subscribed and sworn to before me this 15th day of June, 2016

Notary Public Susan Schneider

My Commission Expires: 6/8/18





**Building Excellence.**

**MIRON CONSTRUCTION CO., INC.**

1471 McMahon Drive, Neenah, WI 54956-6305

P.O. Box 509, Neenah, WI 54957-0509

PH 920.969.7000 FX 920.751.8150

MIRON-CONSTRUCTION.COM

Fitchburg West Fire Station

Subcontractor List (MEP)

HT PITCHBORN	FIRE DETECT
HOOPER	PLUMBING
THERMAL DYNAMIC	HVAC
UNIVERSAL POWER SYS	ELEC

## DOCUMENT 004323 - ALTERNATES FORM

## 1.1 BID INFORMATION

- A. Bidder: Miron Construction Co., Inc.
- B. Project Name: Fitchburg Fire Station.
- C. Project Location: 2931 Marketplace Drive, Fitchburg, WI 53719.
- D. Owner: City of Fitchburg.
- E. Architect: Short Elliott Hendrickson, Inc.
- F. Architect Project Number: FITCH 132596.
- G. Construction Manager: Tri-North.

## 1.2 BID FORM SUPPLEMENT

- A. This form is required to be attached to the Bid Form.

## 1.3 DESCRIPTION

- A. The undersigned Bidder proposes the amount below be added to or deducted from the Base Bid if particular alternates are accepted by Owner. Amounts listed for each alternate include costs of related coordination, modification, or adjustment.
- B. If the alternate does not affect the Contract Sum, the Bidder shall indicate "NO CHANGE."
- C. If the alternate does not affect the Work of this Contract, the Bidder shall indicate "NOT APPLICABLE."
- D. The Bidder shall be responsible for determining from the Contract Documents the effects of each alternate on the Contract Time and the Contract Sum.
- E. Owner reserves the right to accept or reject any alternate, in any order, and to award or amend the Contract accordingly within 60 days of the Notice of Award unless otherwise indicated in the Contract Documents.
- F. Acceptance or non-acceptance of any alternates by the Owner shall have no effect on the Contract Time unless the "Schedule of Alternates" Article below provides a formatted space for the adjustment of the Contract Time.

## 1.4 SCHEDULE OF ALTERNATES

- A. Alternate No. 1: Kitchen Casework - Laminate Cabinets, Stainless Steel Tops:



1. ADD ☒ DEDUCT ☐ NO CHANGE ☐ NOT APPLICABLE ☐
2. FOUR THOUSAND NINE HUNDRED Dollars (\$ 4,920.00)  
TWENTY DOLLARS
- B. Alternate No. 2: Kitchen Casework - Laminate Cabinets, Quartz Tops:
1. ADD ☒ DEDUCT ☐ NO CHANGE ☐ NOT APPLICABLE ☐
2. EIGHTY FIVE HUNDRED Dollars (\$ 8,588.00)  
EIGHTY EIGHT DOLLARS
- C. Alternate No. 3: Plastic Laminate Countertops:
1. ADD ☐ DEDUCT ☒ NO CHANGE ☐ NOT APPLICABLE ☐
2. TEN THOUSAND FOUR HUNDRED Dollars (\$ 10,449.00)  
FORTY NINE DOLLARS
- D. Alternate No. 4: Enhanced Commissioning:
1. ADD ☒ DEDUCT ☐ NO CHANGE ☐ NOT APPLICABLE ☐
2. TWENTY THOUSAND SEVEN Dollars (\$ 20,749.00)  
HUNDRED FORTY NINE DOLLARS
- E. Alternate No. 5: Electric Hand Dryers:
1. ADD ☒ DEDUCT ☐ NO CHANGE ☐ NOT APPLICABLE ☐
2. ONE THOUSAND NINE Dollars (\$ 1,991.00)  
HUNDRED NINETY ONE DOLLARS
- F. Alternate No. 6: Meadow and Bioretention Area Extended Maintenance and Warranty:
1. ADD ☒ DEDUCT ☐ NO CHANGE ☐ NOT APPLICABLE ☐
2. THIRTY EIGHT THOUSAND Dollars (\$ 38,540.00)  
FIVE HUNDRED FORTY DOLLARS
- G. Alternate No. H1: Air and Dirt Separator:
1. ADD ☐ DEDUCT ☒ NO CHANGE ☐ NOT APPLICABLE ☐
2. ELEVEN HUNDRED FORTY Dollars (\$ 1,149.00)  
NINE DOLLARS
- H. Alternate No. H2: Building Automation System:
1. ADD ☐ DEDUCT ☒ NO CHANGE ☐ NOT APPLICABLE ☐
2. TWENTY THOUSAND Dollars (\$ 20,410.00)  
FOUR HUNDRED TEN DOLLARS

## 1.5 SUBMISSION OF BID SUPPLEMENT

- A. Respectfully submitted this 15th day of June, 2016.
- B. Submitted By: Miron Construction Co., Inc. (Insert name of bidding firm or corporation).
- C. Authorized Signature: David G. Voss, Jr. (Handwritten signature).
- D. Signed By: David G. Voss, Jr. (Type or print name).
- E. Title: President (Owner/Partner/President/Vice President).

FITCH 132596

Fitchburg Fire Station

05/16

END OF DOCUMENT 004323

**10% BID BOND**

KNOW ALL MEN BY THESE PRESENT, that we, the undersigned, Miron Construction Co., Inc. as Principal, and Fidelity and Deposit Company of Maryland as Surety, are hereby held and firmly bound unto the City of Fitchburg as OWNER in the penal sum of \$ 10% of amount bid for the payment of which, well and truly be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this 15th day of June 2016. The condition of the above obligation is such that whereas the Principal has submitted to the City of Fitchburg a certain Bid, attached hereto and hereby made a part hereof, to enter into an Agreement in writing for the projects listed on the bid form.

NOW, THEREFORE

If said Bid shall be rejected, or

If said Bid shall be accepted and the Principal shall execute and deliver an Agreement in the form attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the Agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and effect, it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such Bid, and said Surety does hereby waive notice of any such extension.

IT WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Miron Construction Co., Inc.

David G. Voss, Jr. (SEAL)  
Principal David G. Voss, Jr. - President

Fidelity and Deposit Company of Maryland (SEAL)  
Surety

By: Roxanne Jensen  
Roxanne Jensen, Attorney-in-Fact

IMPORTANT Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **THOMAS O. MCCLELLAN, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Kelly CODY, Jeffrey R. MEISINGER, Roxanne JENSEN, Trudy A. SZALEWSKI, Christopher H. KONDRICK and Brian KRAUSE, all of Green Bay, Wisconsin, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 12th day of November, A.D. 2015.

**ATTEST:**

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By:

*Eric D. Barnes*

*Secretary  
Eric D. Barnes*

*Thomas O. McClellan*

*Vice President  
Thomas O. McClellan*

State of Maryland  
County of Baltimore

On this 12th day of November, A.D. 2015, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **THOMAS O. MCCLELLAN, Vice President, and ERIC D. BARNES, Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

*Constance A. Dunn*

*Constance A. Dunn, Notary Public  
My Commission Expires: July 9, 2019*



## EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

### CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 15th day of June, 2016.



*Gerald F. Haley*

Gerald F. Haley, Vice President



**Bid Form**  
Fitchburg West Fire Station  
FITCH 132596

**ARTICLE 1 – BID RECIPIENT**

- 1.01 Bids will be received until 2:00 P.M. local time on June 15, 2016.
- 1.02 This Bid is submitted to: **City of Fitchburg, City Clerk**  
**5520 Lacy Road**  
**Fitchburg, WI 53711**
- 1.03 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

**ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS**

- 2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner. Bidder will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within 15 days after the date of Owner's Notice of Award.

**ARTICLE 3 – BIDDER'S REPRESENTATIONS**

- 3.01 In submitting this Bid, Bidder represents that:
- A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

<u>Addendum No.</u>	<u>Addendum Date</u>
<u>1</u>	<u>6/1/16</u>
<u>2</u>	<u>6/9/16</u>

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in SC-4.02 as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in SC-4.06 as containing reliable "technical data."

- E. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.
- F. Bidder acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bidding Documents with respect to underground facilities at or contiguous to the site.
- G. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- H. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- I. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

#### **ARTICLE 4 – BIDDER’S CERTIFICATION**

##### **4.01 Bidder certifies that:**

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
  - 1. “corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
  - 2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices



at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

## ARTICLE 5 – BASIS OF BID

5.01 The following abbreviations may be used in the Bid:

CIP	Complete in Place	LF	Linear Foot
CY	Cubic Yard	LS	Lump Sum
DI	Ductile Iron	LT	Left
DIA	Diameter	MFBM	Thousand Board Feet
EA	Each	MH	Manhole
EST	Estimate(d)	RCP	Reinforced Concrete Pipe
EXCL	Excluding	RT	Right
FT	Feet	SF	Square Foot
GAL	Gallon	STA	Station
HERCP	Horizontal Elliptical RCP	SY	Square Yard
HRS	Hours	T	Ton
ID	Inch Diameter	IN	Inch
TF	Top Foot	INCLUDE	Including
VLf	Vertical Linear Foot	LBS	Pounds
W/	With	SHES	Super High Early Strength
W/O	Without		

5.02 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

*Lump Sum Bid Price for Base Bid*

Five million three hundred ten thousand \_\_\_\_\_ Dollars (\$ 5,310,000.00 \_\_\_\_\_).

*Unit Bid Price for Excavation Below Subgrade and Refill*

Forty Eight and No/100 \_\_\_\_\_ Dollars Per Cubic Yard  
(\$ 48.00 \_\_\_\_\_) / cubic yard.

All specified cash allowances are included in the price(s) set forth above, and have been computed in accordance with Paragraph 11.02 of the General Conditions.

## **ARTICLE 6 – TIME OF COMPLETION**

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with the AIA A201 General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

## **ARTICLE 7 – ATTACHMENTS TO THIS BID**

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security in the form of 10% Bid Bond;
  - B. List of Proposed Subcontractors.

## **ARTICLE 8 – DEFINED TERMS**

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

## ARTICLE 9 – BID SUBMITTAL

9.01 This Bid is submitted by:

If Bidder is:

### An Individual

Name (typed or printed): \_\_\_\_\_

By: \_\_\_\_\_  
(Individual's signature)

Doing business as: \_\_\_\_\_

### A Partnership

Partnership Name: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

### A Corporation

Corporation Name: McKee Associates, Inc.

(SEAL)

No Seal

State of Incorporation: Wisconsin

Type (General Business, Professional, Service, Limited Liability): \_\_\_\_\_

By: Brian McKee  
(Signature -- attach evidence of authority to sign)

Name (typed or printed): Brian McKee,

Title: President

(CORPORATE SEAL) No Seal

Attest Melissa McKee

Date of Qualification to do business in Wisconsin is 12 / 30 / 1970

### A Joint Venture

Name of Joint Venture: \_\_\_\_\_

First Joint Venturer Name: \_\_\_\_\_

(SEAL)

By: \_\_\_\_\_  
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_

Second Joint Venturer Name: \_\_\_\_\_(SEAL)

By: \_\_\_\_\_  
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

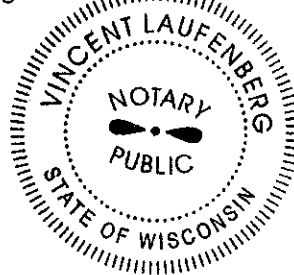
All signatures must be notarized.

STATE OF WISCONSIN  
COUNTY OF DANE

Personally came before me this 15 day of June, 2016, the above-named Brian McKee, to me known to be the person(s) (and officers) who executed the foregoing instrument and acknowledged the same.

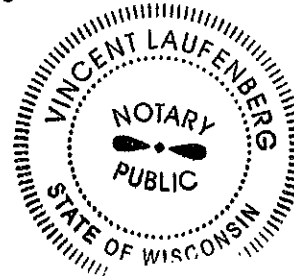
Notary Public, State of Wisconsin

Notary Name: Vit [Signature]  
Printed Name of Notary: Vincent Laufenberg  
My Commission Expires: 10/16/2017



Personally came before me this 15 day of June, 2016, the above-named Melissa McKee, to me known to be the person(s) (and officers) who executed the foregoing instrument and acknowledged the same.

Notary Name: Vit [Signature]  
Printed Name of Notary: Vincent Laufenberg  
My Commission Expires: 10/16/2017



Bidder's Business Address 925 Watson Avenue, Madison, WI 53713

Phone No. (608) 271-4900 Fax No. (608) 271-4957

E-mail vincel@mckeeassocinc.com

SUBMITTED on June 15, 2016.

## FULL AND COMPLETE LIST OF SUBCONTRACTORS

	<u>Name and Address</u>	<u>Class of Work</u>	<u>Amount of Subcontract</u>
1.	Hooper Corporation 2030 Pennsylvania Ave. Madison, WI 53707	Plumbing	\$333,710.00
2.	Illingworth-Kilgust Mechanical 6950 Gisholt Drive Madison, WI 53713	HVAC	\$664,000.00
3.	Universal Power & Systems, Inc. 4430 Helgesen Drive Madison, WI 53718	Electrical	\$639,200.00
4.			
5.			
6.			

NOTE: This list cannot be altered after submission without written consent of the Owner.

## DOCUMENT 004323 - ALTERNATES FORM

## 1.1 BID INFORMATION

- A. Bidder: McKee Associates, Inc.
- B. Project Name: Fitchburg Fire Station.
- C. Project Location: 2931 Marketplace Drive, Fitchburg, WI 53719.
- D. Owner: City of Fitchburg.
- E. Architect: Short Elliott Hendrickson, Inc.
- F. Architect Project Number: FITCH 132596.
- G. Construction Manager: Tri-North.

## 1.2 BID FORM SUPPLEMENT

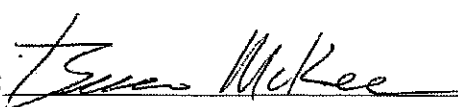
- A. This form is required to be attached to the Bid Form.

## 1.3 DESCRIPTION

- A. The undersigned Bidder proposes the amount below be added to or deducted from the Base Bid if particular alternates are accepted by Owner. Amounts listed for each alternate include costs of related coordination, modification, or adjustment.
- B. If the alternate does not affect the Contract Sum, the Bidder shall indicate "NO CHANGE."
- C. If the alternate does not affect the Work of this Contract, the Bidder shall indicate "NOT APPLICABLE."
- D. The Bidder shall be responsible for determining from the Contract Documents the effects of each alternate on the Contract Time and the Contract Sum.
- E. Owner reserves the right to accept or reject any alternate, in any order, and to award or amend the Contract accordingly within 60 days of the Notice of Award unless otherwise indicated in the Contract Documents.
- F. Acceptance or non-acceptance of any alternates by the Owner shall have no effect on the Contract Time unless the "Schedule of Alternates" Article below provides a formatted space for the adjustment of the Contract Time.

## 1.4 SCHEDULE OF ALTERNATES

- A. Alternate No. 1: Kitchen Casework - Laminate Cabinets, Stainless Steel Tops:

1. ADD \_\_\_ DEDUCT XX NO CHANGE \_\_\_ NOT APPLICABLE \_\_\_\_.
2. Four thousand eight hundred Dollars (\$ <4,800.00> ).
- B. Alternate No. 2: Kitchen Casework - Laminate Cabinets, Quartz Tops:
1. ADD XX DEDUCT \_\_\_ NO CHANGE \_\_\_ NOT APPLICABLE \_\_\_\_.
2. Five thousand four hundred Dollars (\$ 5,400.00 ).
- C. Alternate No. 3: Plastic Laminate Countertops:
1. ADD \_\_\_ DEDUCT XX NO CHANGE \_\_\_ NOT APPLICABLE \_\_\_\_.
2. Ten thousand Dollars (\$ <10,000.00> ).
- D. Alternate No. 4: Enhanced Commissioning:
1. ADD XX DEDUCT \_\_\_ NO CHANGE \_\_\_ NOT APPLICABLE \_\_\_\_.
2. Forty two thousand Dollars (\$ 42,000.00 ).
- E. Alternate No. 5: Electric Hand Dryers:
1. ADD XX DEDUCT \_\_\_ NO CHANGE \_\_\_ NOT APPLICABLE \_\_\_\_.
2. Two thousand five hundred Dollars (\$ 2,500.00 ).
- F. Alternate No. 6: Meadow and Bioretention Area Extended Maintenance and Warranty:
1. ADD XX DEDUCT \_\_\_ NO CHANGE \_\_\_ NOT APPLICABLE \_\_\_\_.
2. Twenty six thousand Dollars (\$ 26,000.00 ).
- G. Alternate No. H1: Air and Dirt Separator:
1. ADD \_\_\_ DEDUCT XX NO CHANGE \_\_\_ NOT APPLICABLE \_\_\_\_.
2. One thousand Dollars (\$ <1,000.00> ).
- H. Alternate No. H2: Building Automation System:
1. ADD \_\_\_ DEDUCT XX NO CHANGE \_\_\_ NOT APPLICABLE \_\_\_\_.
2. Sixteen thousand five hundred Dollars (\$ <16,500.00> ).
- 1.5 SUBMISSION OF BID SUPPLEMENT
- A. Respectfully submitted this 15 day of June, 2016.
- B. Submitted By: McKee Associates, Inc (Insert name of bidding firm or corporation).
- C. Authorized Signature:  (Handwritten signature).
- D. Signed By: Brian McKee (Type or print name).
- E. Title: President (Owner/Partner/President/Vice President).



END OF DOCUMENT 004323

**10% BID BOND**

KNOW ALL MEN BY THESE PRESENT, that we, the undersigned, McKee Associates, Inc. as Principal, and The Cincinnati Insurance Company as Surety, are hereby held and firmly bound unto the City of Fitchburg as OWNER in the penal sum of \$ Ten Percent of Amount Bid for the payment of which, well and truly be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this 15th day of June 2016. The condition of the above obligation is such that whereas the Principal has submitted to the City of Fitchburg a certain Bid, attached hereto and hereby made a part hereof, to enter into an Agreement in writing for the projects listed on the bid form.

NOW, THEREFORE

If said Bid shall be rejected, or

If said Bid shall be accepted and the Principal shall execute and deliver an Agreement in the form attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the Agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and effect, it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such Bid, and said Surety does hereby waive notice of any such extension.

IT WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

McKee Associates, Inc.

Melissa McKee, Vice President (SEAL) <sup>NO</sup>

Principal

The Cincinnati Insurance Company

(SEAL)

Surety

By:

Elizabeth Mosca  
Elizabeth Mosca, Attorney-in-Fact

IMPORTANT Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Fairfield, Ohio, does hereby constitute and appoint

Tim Hausmann; Jeff Hausmann; Sheila Dickey; Judith A. Walker; Patrick A. McKenna;  
Brooke L. Parker and/or Elizabeth Mosca

of Madison, Wisconsin

its true and lawful Attorney(s)-in-Fact to sign, execute, seal and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows:

Any such obligations in the United States, up to  
Thirty Million and No/100 Dollars (\$30,000,000.00).

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the 6<sup>th</sup> day of December, 1958, which resolution is still in effect:

"RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7<sup>th</sup> day of December, 1973.

"RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice President this 10<sup>th</sup> day of May, 2012.



STATE OF OHIO ) ss:  
COUNTY OF BUTLER )

THE CINCINNATI INSURANCE COMPANY

*Stephen A. Jantke*

Vice President

On this 10<sup>th</sup> day of May, 2012, before me came the above-named Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.



*Mark J. Huller*

MARK J. HULLER, Attorney at Law  
NOTARY PUBLIC - STATE OF OHIO  
My commission has no expiration  
date. Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Secretary of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Fairfield, Ohio,  
this 15 day of June, 2016



*Scott R. Boen*

Assistant Secretary